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NOTES OF CASES.

WILLS—CONSTRUCTION—CLAUSE PROHIBITING SALE OF REAL ESTATE DURING TENANCY OF LIFE TENANT VOID.—A clause in a will forbidding the sale of testator's real estate during the lifetime of the life tenant is held, in *Wood v. Fleetwood* (N. C.), 67 L. R. A. 44, to be void as against public policy.

WILLS—CONSTRUCTION—CHILD DYING DURING LIFE OF LIFE TENANT HAS NO INTEREST IN REAL ESTATE LEFT TO LIFE TENANT WITH REMAINDER TO CHILDREN.—Under a will giving real estate to testator's wife for life, and providing that at the expiration of the life estate "that which is given to her for life shall be equally divided between all my children, share and share alike, the representatives of such as may have died to stand in the place of their ancestors," it is held, in *Bowen v. Hackney* (N. C.), 67 L. R. A. 440, that no estate vests in the children until the widow's death, and that, therefore, a child dying before the widow has no interest which will pass by its will.

TELEGRAPH COMPANIES—CHANGE OF TELEGRAM—LIABILITY OF COMPANY FOR RESULTING DAMAGES.—Change of the stated price in a telegram intended to notify a purchaser of the market price of mules, so as apparently to quote them at \$10 a head less than their market price, which results in the sendee's directing the purchase of a certain number on his account, is held, in *Hays v. Western U. Teleg. Co.* (S. C.), 67 L. R. A. 481, to render the telegraph company liable for the difference in the price paid and that stated in the telegram as delivered.

ESTOPPEL—WIDOW PROBATING WILL OF HUSBAND, DEVISING TO HER HER OWN LAND FOR LIFE WITH REMAINDER TO CHILDREN.—A widow who offers for probate and undertakes to carry out as administratrix with the will annexed, the will of her husband, which devises to her her own land for life with remainder to their children, and an additional sum of money, is held, in *Tripp v. Nobles* (N. C.), 67 L. R. A. 449, to be estopped to assert her absolute title to the real estate.

EQUITY—ANSWER OF PERSONAL REPRESENTATIVE INURING TO THE BENEFIT OF THE HEIRS WHO ARE CODEFENDANTS—VA. CASE DISTINGUISHED.—In *Ferrell v. Camden et al.*, 56 S. E. 733, the Supreme Court of Appeals of West Virginia held: "In a suit brought to enforce the specific performance of a contract, where the party with whom the contract is alleged to have been made, and against whose heirs the contract is sought to be enforced, is dead, and where the administrator and heirs of the decedent are made parties